AMENDMENT OF SOLICITATI	ON/MODIFICATI	ON OF CONT	RACT	1. Contract I		Page 0 Of 7
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Pur	chase Req		5. Project No.	(If applicable)
03	2004FEB13	SEE SCI	HEDULE			
6. Issued By	Code W56HZV	7. Administered B		than Item 6)		Code S2404A
TACOM WARREN BLDG 231		DCMA VIRGIN	IA			
AMSTA-AQ-ATAA		10500 BATTL	EVIEW PKW	ΊΥ		
PATRICIA ADAMS (586)574-8627 WARREN, MICHIGAN 48397-5000		SUITE 200 MANASSAS	VA 20109	9-2342		
HTTP://CONTRACTING.TACOM.ARMY.MIL		PHIMISSIS	VII 20103	, 2312		
EMAIL: ADAMSP@TACOM.ARMY.MIL			SCD a	PAS NONE	A DD 1	DT 1100220
8. Name And Address Of Contractor (No., Stre	et City County State and		SCD C		ADP I	PT HQ0338
•	ct, city, county, state and	Zip Couc)		A. Amenume	nt Of Solicitation	1110.
RADIAN INC. 5845 RICHMOND HWY						
ALEXANDRIA, VA. 22303-1865				9B. Dated (See	e Item 11)	
			[v]	10A. Modifica	tion Of Contract	t/Order No.
			X			order 110.
TYPE BUSINESS: Large Business Perfo	rming in H S			DAAE07-03-D-		
Code 2R341 Facility Code				10B. Dated (Se	ee Item 13)	
	HIS ITEM ONLY APPLI	EC TO AMENDME	TE OF S		TC .	
The above numbered solicitation is amend	led as set forth in item 14.	The hour and date s	specified fo	or receipt of Of	fers	
is extended, is not extended.	andmont nuion to the hour	and data anasified in	the colinit	ation on as ama	anded by one of t	he fellerring methods
Offers must acknowledge receipt of this ame (a) By completing items 8 and 15, and return						dment on each copy of the
offer submitted; or (c) By separate letter or						
ACKNOWLEDGMENT TO BE RECEIVED						
SPECIFIED MAY RESULT IN REJECTIO change may be made by telegram or letter, p						
opening hour and date specified.	orovided each telegram or	retter manes referen	ce to the so	menundi unu t	ans univirument,	and is received prior to the
12. Accounting And Appropriation Data (If red ACRN: AD NET INCREASE: \$130,815.20	quired)					
ACRN: AD NET INCREASE: \$130,815.20						
13. THIS	ITEM ONLY APPLIES T	O MODIFICATION	S OF CO	NTRACTS/OR	DERS	
KIND MOD CODE: N	It Modifies The Contra	act/Order No. As Des	cribed In	Item 14.		
A. This Change Order is Issued Pursual The Contract/Order No. In Item 10.				The Cl	hanges Set Forth	In Item 14 Are Made In
B. The Above Numbered Contract/Orde		The Administrative C	Changes (su	ich as changes	in paving office.	appropriation data, etc.)
Set Forth In Item 14, Pursuant To T	he Authority of FAR 43.10	03(b).				
X C. This Supplemental Agreement Is Ent	ered Into Pursuant 10 Au	thority OI: Mutual	agreeme	nt between b	oth part	
D. Other (Specify type of modification a	and authority)					
E. IMPORTANT: Contractor is not,	x is required to sign	this document and	return		copies to the Issu	ing Office.
14. Description Of Amendment/Modification (Organized by UCF section	headings, including	solicitatior	n/contract subje	ect matter where	feasible.)
SEE SECOND PAGE FOR DESCRIPTION						
Except as provided herein, all terms and condi-	tions of the document refer	renced in item 9A or	10A, as he	eretofore chang	ed, remains uncl	hanged and in full force
and effect. 15A. Name And Title Of Signer (Type or print)	<u> </u>	164 Nome	And Title	Of Contracting	Officer (Type o	n print)
10A. Name And Thie Of Signer (Type or print	,	MARY L. M	CCULLOUGI	Н	Officer (Type of	print)
15B. Contractor/Offeror	15C. Date Signed			MY.MIL (586)5 America	0/1-0200	16C. Date Signed
155. Contractor/Oneron	130. Date Signed	Tob. Cinted	States Of	zmici ica		100. Date Signed
(6)	_	Ву	•	/SIGNED/	> PP*	2004FEB13
(Signature of person authorized to sign) NSN 7540-01-152-8070		30-105-02	ignature o	f Contracting (ORM 30 (REV. 10-83)

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Name of Offeror or Contractor: RADIAN INC.

SECTION A - SUPPLEMENTAL INFORMATION

- 1. Task Order 0002 was awarded on May 02, 2003 to fund 2,080 Firm Fixed Price (Term) Level of Effort hours for acquisition logistics program support for PM CE/MHE office.
- 2. The purpose of this modification 03 is to exercise option 1A, Year 2, under CLIN 2002AA that was established by the basic task order. In accordance with the revised scope of work in Section C.
- 3. CLIN 2002AA is hereby exercised. It funds 2,080 level of effort hours for a total dollar value of \$130,815.20.
- 4. The total task order value is increased by \$130,815.20. from \$131,813.08 to \$262,628.28.
- 5. The period of performance is from 10 July 2004 through 08 July 2005.
- 6. All other terms and conditions of this task order remain unchanged.

*** END OF NARRATIVE A 004 ***

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Name of Offeror or Contractor: RADIAN INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
2002AA	OPTION 1 - YEAR 2 - ACO LOG PMGT				\$ 130,815.20
	NOUN: ATEC-LOGISTICS SUPPORT				
	PRON: P146F2172T PRON AMD: 01 ACRN: AD				
	AMS CD: 53504732160				
	Option 1, Year 2				
	Firm Fixed Price (term) Level of Effort CLIN				
	2080 Hours				
	(5.1.5				
	(End of narrative B001)				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DLVR SCH PERF COMPL				
	REL CD QUANTITY DATE				
	001 0 08-JUL-2005				
	\$ 130,815.20				

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Name of Offeror or Contractor: RADIAN INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Statement of Work

- C.1.0 The purpose of this contract is to provide an expert in acquisition logistics program management for PM CE/MHE. The contract is for one year of effort from 10 July 2003 through 9 July 2004 with two option years available.
- C.2.0 The contractor shall perform the following tasks:
- a. The contractor shall be extremely knowledgeable in Army related acquisition logistics and have familiarity with PM CE/MHE systems. The contractor shall provide the following:
- (1) Airborne Scraper and Water Distributor System (ASWDS) and CE Service Life Extension Program (SLEP): Based on data gained through monthly meetings and interviews with subject matter experts, prepare or update PM documents in accordance with the DOD 5000, AR 70-1, AR 71-3, DA Pam 70-3, AR 700-127 and AR 700-142 guidance. The documents are: fielding documents, requirements documents, Memorandums of Notification, Memorandums of Agreement, System Support Plans, CE SLEP logistics performance schedule, briefing charts, Supportability Strategy, CE SLEP budget plan, CE logistics budget plan and meeting charts and agendas. Participate in logistics planning meetings monthly and the Milestone Decision/Type Classification review in third quarter FY2004. Prepare Amended Basis of Issue Plan (BOIP) Feeder Data in support of the program within 90 days after TC Standard approval. 470 hours

Deliverables required under this task (see CDRLs for more information):

ASWDS Supportability Strategy (revision) one time ASWDS Logistics Demonstration Report one time ASWDS Material Fielding Notification/Agreement once for each gaining unit ASWDS New Material Introductory Briefing once for each gaining unit ASWDS Amended BOIPFD one time CE SLEP Budget Plan quarterly CE SLEP Logistics Budget monthly CE SLEP Production report/schedule monthly CE SLEP Logistics performance schedule monthly ATLAS II Supportability Strategy C.2.a. (2) one time ATLAS BOIP/QQPRI Feeder Data C.2.a. (2) one time

- (2) All Terrain Lifter Army System II (ATLAS II): Update the ATLAS II Supportability Strategy once during the contract year. Provide input and advice to the ATLAS Source Selection Evaluation Board on logistical technical evaluations. This input will be in the form of language to add to sections C, L and M of the RFP. Prepare BOIP/QQPRI feeder data in support of program, within 30 days after NET Plan approval. 480 hours.
- (3) All other CE programs: Prepare and update the following PM documents once per contract year: fielding documents, requirements documents, Memorandums of Notification, Memorandums of Agreement, System Support Plans, budget tracking, log demo reports, performance tracking spreadsheets, briefing charts, Supportability Strategy, and meeting agendas in accordance with the DOD 5000, AR 70-1, AR 71-3, DA Pam 70-3, AR 700-127 and AR 700-142 guidance. 670 hours.
- b. Update CE/MHE modernization strategy: Attend modernization strategy meetings four times per contract year and review CE programs for modernization and recapitalization efforts to ensure that vehicle requirements are valid based upon budget and Department of the Army Priority List. Update/translate vehicle requirements into the modernization plan that integrates SLEP and new procurements within two months after each meeting. Based on the above, recommend long range requirements including quantities and types of vehicles and budgets required to meet PM goals and strategies for presentation to the PM every three months. Meets with subject matter experts in the CE/MHE Commodity Business Unit structure on a monthly basis in order to gather data to update the modernization plan. Gathers data and policy on 2 Level Maintenance from CASCOM and DA and makes recommendations to the PM on how to employ this new strategy in PM programs during the preparation of each RFP. 300 hours.

Deliverables required under this task (see CDRL for more information):

CE Modernization Strategy (update).
CE 2 Level Maintenance Concept, impact statement

quarterly three times per

contract year

- c. Based on data gleaned from PM meetings and interviews, organize, set-up and arrange the PM CE/MHE Army Knowledge Online (AKO) by arranging for permits, subscriptions and posting documents within 4 weeks of each meeting with the PM. 160 hours
- d. Based on data gleaned from PM meetings and interviews, researches pertinent engineering, programmatic and technical information databases throughout the U.S. Army and other DOD services and develop PM-CE/MHE unique studies in accordance with AR 700-127 and AR 70-1 in the contractors format. The contractor will also provide cost risk analysis, level of maintenance analysis and technical manual analysis for ongoing and future CE/MHE system acquisition programs within 5 weeks of the meetings. 100 hours.

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PIIN/SIIN DAAE07-03-D-S008/0008

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Name of Offeror or Contractor: RADIAN INC.

- f. The contractor may have to travel occasionally to attend meetings. The destinations and number of visits are unknown at this time. There is no requirement to propose pricing for travel at this time. Any travel will be funded separately by modification to the task order. All travel will be coordinated with the PM CE/MHE in advance.
- C.3.0 Place and Period of Performance. The contractor will performance these support services at TACOM-Warren (see para C.6.0). The period of performance for the base effort (2080) hours is 10 July 2003 through 09 July 2004. The period of performance for the option effort (2080 hours) is 10 July 2004 through 08 July 2005. The total duration of this order, including the exercise of any option, shall not exceed 36 months / three years.
- C.4.0 Monthly Task Order Cost and Performance Status Report. While this is a firm-fixed-priced completion order, the Contractor shall electronically submit monthly status reports to the COR in Contractor format in accordance with CDRL A001. The report will be a synopsis of contractor activity for the previous month. The Contractor shall deliver the monthly status report at the end of each month. These reports shall include maximum number of funds and level of effort (hrs) expended; funds and level of effort (hrs) remaining; detailed description of any travel or ODC charges during the reporting period (including amount expended for travel and amount remaining on travel CLIN); detailed description of the discrete individual task order status, action items and responsible parties, outstanding issues or problems, and work effort completed to date.
- C.4.1 The Contractor shall manage and control the resources necessary to ensure timely achievement of all of the requirements of this task order in the most economical manner. The contractor is required to notify the contracting officer in writing when 75% of the total ordered hours (2080 base and 2080 option) have been expended.
- C.5.0 Travel. Contractor personnel may be required to travel in order to perform this task order. Ceiling-priced cost-reimbursement CLINs for travel were established by modifications 01 and 02. The Government COR must authorize all travel in advance. Authorized travel shall be payable as a direct cost and vouchers for reimbursement of travel must be included with the monthly invoice and approved by the COR prior to payment. There will be no reimbursement for local travel in and around contractors place of performance at TACOM in Warren, Michigan (within 50 mile radius). The contractor shall provide a written certification, prior to travel, that sufficient funds are available on the travel CLIN to complete the travel. Air travel will be accomplished on regularly scheduled commercial flights in the most economical manner consistent with the successful accomplishment of the mission. Reimbursement for the cost of lodging and incidental expenses will be considered to be reasonable and allowable to the extent that costs submitted for reimbursement do not exceed the rates and amounts allowed by the Joint Travel Regulation as applies to civilian employees of the United States Government.
- C.6.0 Government-Furnished Property/Equipment. In order to perform the tasks specified, the Government will provide the use of Government-furnished facilities or equipment (workstation/desk, computer, printer, software, local area network connection, telephone (desktop), data facsimile, office supplies, reproduction services). The Contractor shall ensure that any and all uses of such Government facilities and equipment are directly related to the discrete tasks in the order and are dedicated to Government use only. The contractor shall ensure that employees strictly adhere to the TACOM policy standards for the use of Government Automated Information Systems (AIS) [10 Jun 2003] and to the Information Systems Security policy [27 Feb 1998]. The contractor shall confirm condition of all equipment and return same at the end of the performance period.
- C.6.1 The costs for housing, travel (to/from TACOM and place of residence) and food for onsite employee is not an allowable cost under this task order. Contractor shall not be reimbursed for any work performed by the onsite employee that is (a) outside the scope of work (b) an inherently governmental function or (c) used to aid, influence or enact legislation. The onsite employees effort will be performed in strict accordance with the scope of work of this task order. The policies of the Office of Federal Procurement Policy Letter 92-1 and Department of Defense Directive 4205-2 must be followed. While rendering services under this task order, the contractor employee is not subject, by contract terms or in any manner of its administration, to the supervision and control normally prevailing in relationships between the Government and its employees. The onsite employee agrees to refrain from any activity that will appear, in effect, to be that of a Government employee and is prohibited from performing inherently governmental functions. Appropriate COR control must be preserved to ensure that the onsite employees performance of permissible services does not approach or appear to approach prohibited personal services because of the manner in which the task order is performed or administered. The onsite employee will be monitored/observed but not supervised by the COR and other Government employees while performing.
- C.7.0 Security. The contractor must obtain a favorable investigation before accessing the TACOM Warren databases and Local Area Network in accordance with Army Regulation AR 380-19. All information or data developed under this contract belongs to and is the property of the U.S. Government and shall be classified for official use only (FOUO). Only U.S. Citizens are authorized to work on this effort. Non-Use and Non-Disclosure Agreements are required of all contractor personnel performed under this task order.
- C.8.0 Contracting Officers Representative (COR). The COR is an individual designated in accordance with DFARS 201.602-2 and is authorized in writing by the contracting officer to perform specific technical functions. The contracting officer has designated Ms. Lorraine Maynard (Ph 586.574.6664) (maynardl@tacom.army.mil) as the contracting officers representative (COR) for this task order. Contractor will receive a copy of the written designation after task order award. It will specify the extent of the CORs authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this task order. The COR is not authorized to appoint Functional Technical Representatives under this task order.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 5 of 7
CONTINUATION SHEET	PHN/SHN DAAE07-03-D-S008/0008 MOD/A	MD 03
Name of Offeror or Contractor: RADIAN INC		·

	CONTINUATIO	N SHE	EET P		rence No. of Do		nent Being Continued 8/0008 MOD/AMI	03	Page 6 of 7
Name of Offeror or Contractor: RADIAN INC.									
SECTION	G - CONTRACT ADMINIS	STRATION	I DATA						
	PRON/								
INE	AMS CD/	3 GD37	OBLG STAT/		DD TOD MACINIE		INCREASE/DECREASE		CUMULATIV
TEM_	MIPR	ACRN	JOB ORD NO		PRIOR AMOUNT	4	AMOUNT	A	AMOUNT
2002AA	P146F2172T 53504732160 A14P51601CCW	AD	1 \$ 4ZCC24		0.00	\$	130,815.20	\$	130,815.20
					NET CHANGE	\$	130,815.20		
SERVICE							ACCOUNTIN	G	INCREASE/DECREAS
NAME	BY ACRN		OUNTING CLASSIFIC		400101 00011		STATION		AMOUNT
Army	AD	21	42035000041C1C	U9F2320	14731E1 S20113	5	W56HZV NET CH	\$ ANGE \$	130,815.20

NET CHANGE FOR AWARD: \$

 PRIOR AMOUNT
 INCREASE/DECREASE
 CUMULATIVE

 OF AWARD
 AMOUNT
 OBLIG AMT

 131,813.08
 \$ 130,815.20
 \$ 262,628.28